

1 BRADFORD R. FENOCCHIO,
2 Placer County District Attorney
3 State Bar No. 80027
4 11562 B Avenue
5 Auburn, CA. 95603-2687

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10 Tel: (530) 889-7000

11 BY: CARL D. MAYHEW, DEPUTY DISTRICT ATTORNEY
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER

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11 THE PEOPLE OF THE
12 STATE OF CALIFORNIA, No. S CV 20205
13 Plaintiff, FINAL JUDGMENT
14 PURSUANT TO STIPULATION

-VS-

15 D.R. HORTON, a Delaware corporation,
16 And DOES I THROUGH X, INCLUSIVE,
17 Defendants.

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19 Defendant, D.R. HORTON, Inc. - Sacramento, a California
20 corporation does hereby stipulate with the People of the State of
21 California (hereinafter "PEOPLE"), by and through their
22 representative, Placer County District Attorney Bradford R.
23 Fenocchio, by his Deputy Carl D. Mayhew, that judgment in the
24 above-entitled matter may be entered in favor of the PEOPLE and
25 against defendant D.R. HORTON, Inc. - Sacramento, on the following
26 terms and conditions:

27 / / /

1 Defendant D.R. Horton, Inc. - Sacramento, without admitting
2 liability, agrees that the PEOPLE shall have judgment without the
3 taking of proof and without a trial or adjudication of any factual
4 or legal issues as follows:

5 1. The People hereby amend the complaint to name D.R Horton,
6 Inc. - Sacramento, a California corporation, as Doe No. I, and
7 hereby dismisses D.R. Horton, Inc., a Delaware corporation, which
8 was erroneously named as a defendant in this action.

9 2. This court has jurisdiction of the subject matter of this
10 action and each of the parties hereto.

11 3. As alleged in the complaint, this action is based on
12 certain events which occurred between November 2003 and March
13 2004 at the Sierra Valley Oaks construction site, a residential
14 construction project undertaken by defendant D.R. HORTON, Inc. -
15 Sacramento ("HORTON") in the City of Rocklin, County of Placer.

16 4. This stipulated judgment does not constitute evidence
17 against, or an admission by, defendant HORTON, regarding any
18 issue of law or fact alleged in the complaint. HORTON continues
19 to deny the allegations in the complaint.
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21 5. Nonetheless, in order to avoid the delay, uncertainty,
22 inconvenience and expense of prolonged litigation of the claims
23 in the complaint, the parties agree to resolve this matter on the
24 terms stated herein. Defendant HORTON agrees to and shall pay the
25 total sum of Two Hundred Fifty-One Thousand Dollars
26 (\$251,000.00) pursuant to the Business and Professions and Fish
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1 and Game Codes, in full and final settlement of this action, as
2 follows: a civil penalty in the amount of Seventy-Five Thousand
3 Dollars (\$75,000.00) shall be due and payable within thirty (30)
4 days of the filing of this stipulation, by check payable to (and
5 delivered to) the Placer County District Attorney Consumer
6 Protection/Environmental Unit, Attention Deputy District Attorney
7 Carl D. Mayhew, 11562 B Avenue, Auburn, CA 95603.

8 6. The sum of sixty-two thousand dollars (\$62,000.00) shall
9 be made payable to the Dry Creek Conservancy and delivered to the
10 Placer County District Attorney Consumer Protection/Environmental
11 Unit, Attention Deputy District Attorney Carl D. Mayhew, 11562 B
12 Avenue, Auburn, CA 95603 within thirty (30) days of the filing of
13 this stipulation.
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15 7. The sum of eighty-one thousand dollars (\$81,000.00) shall
16 be made payable to the Fish and Wildlife Pollution Account/DFG.
17 The sum of \$81,000.00 includes \$6,000.00 which is the agreed
18 figure for costs expended by the Department of Fish and Game in
19 its investigation of this matter. Such \$81,000.00 sum shall be
20 sent to the California Department of Fish and Game, office of
21 Spill Prevention and Response, attn: Wendy Johnson, Staff
22 Counsel, P.O. Box 160362, Sacramento, CA 95816 within thirty (30)
23 days of the filing of this stipulation.
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25 8. The sum of eighteen thousand dollars (\$18,000.00) shall
26 be made payable to the State Water Pollution Cleanup and
27 Abatement Account for costs of investigation, and delivered to
28

1 the Placer County District Attorney Consumer
2 Protection/Environmental Unit, Attention Deputy District Attorney
3 Carl D. Mayhew, 11562 B Avenue, Auburn, CA 95603 within thirty
4 (30) days of the filing of this stipulation.

5 9. The sum of ten thousand dollars (\$10,000.00) shall be
6 made payable to the California District Attorneys Association
7 (CDAA) Environmental Circuit Prosecutors Project and delivered to
8 the Placer County District Attorney Consumer
9 Protection/Environmental Unit, Attention Deputy District
10 Attorney Carl D. Mayhew, 11562 B Avenue, Auburn, CA 95603 within
11 thirty (30) days of the filing of this stipulation.
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13 10. The sum of five thousand dollars (\$5,000.00) shall be
14 made payable to the City of Rocklin, California for parks and
15 recreation projects and delivered to the Placer County District
16 Attorney Consumer Protection/Environmental Unit, Attention Deputy
17 District Attorney Carl D. Mayhew, 11562 B Avenue, Auburn, CA
18 95603 within thirty (30) days of the filing of this stipulation.

19 11. This agreement is the result of negotiation which
20 included representatives of the California Department of Fish and
21 Game, the Regional Water Quality Control Board for the Central
22 Valley (Regional Board), the Placer County District Attorney's
23 Office, the City of Rocklin, California, and the National Oceanic
24 and Atmospheric Administration. The People of the State of
25 California, pursuant to the interagency negotiations engaged in
26 by the parties, fully and finally release all claims, civil or
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1 criminal--except for potential claims arising under the
2 California Water Code-- relating to or arising from the facts
3 alleged in the complaint and defendant HORTON's actions or
4 inactions from July 1, 2003 to the present at the Sierra Valley
5 Oaks construction site described in paragraph 2 above. Release
6 of potential Water Code claims arising from the facts alleged in
7 the complaint is addressed separately.

8 12. Jurisdiction is retained for 180 days after entry of this
9 stipulation to permit Plaintiff to enforce this judgment in the
10 event that defendant Horton fails to pay the amounts it has agreed
11 to pay in this stipulation. Once this stipulated judgment has been
12 satisfied by defendant HORTON's payment of the amounts it has
13 agreed to pay, jurisdiction is automatically terminated. If
14 defendant Horton does not make the agreed payments within the
15 agreed time period of thirty (30) days after the entry of judgment
16 based on the stipulation, Plaintiff, at its sole option, may choose
17 to take any and all enforcement action allowed by law or serve the
18 underlying complaint and proceed to full litigation of this matter
19 in all applicable forums.
20

21 **PLAINTIFFS:**

22 DATED: 4/10/07

23 BRADFORD R. FENOCCHIO
24 DISTRICT ATTORNEY


25 BY: 

26 CARL D. MAYHEW
27 DEPUTY DISTRICT ATTORNEY
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DEFENDANT:

DATED: 06 April 2007



WILLIAM E. MAYER, Vice President
and General Counsel for
D.R. HORTON, Inc. - Sacramento,
Defendant

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED: _____

JUDGE OF THE SUPERIOR COURT